



County of San Bernardino

**F A S**

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	Dept. <b>SC PRB A</b>	Contract Number		
County Department <b>Probation</b>		Dept. Orgn.	Contractor's License No.		
County Department Contract Representative <b>Wes Krause</b>		Telephone <b>(909) 387-5854</b>	Total Contract Amount <b>Not to exceed \$600,000</b>		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date <b>07/01/03</b>	Contract End Date <b>06/30/06</b>	Original Amount <b>\$600,000</b>	Amendment Amount
Fund <b>AAA</b>	Dept. <b>PRB</b>	Organization <b>PRB</b>	Appr. <b>200</b>	Obj/Rev Source <b>2445</b>	GRC/PROJ/JOB No. Amount <b>\$600,000</b>
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
Project Name <b>Drug Testing</b>			Estimated Payment Total by Fiscal Year		
			FY	Amount	I/D
			<b>2003-04</b>	<b>\$200,000</b>	
			<b>2004-05</b>	<b>\$200,000</b>	
<b>Contract type - 1</b>			<b>2005-06</b>	<b>\$200,000</b>	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Probation Department, hereinafter called the County, and

Name

San Diego Reference Laboratory

hereinafter called

Contractor

Address

6122 Nancy Ridge Drive

San Diego, CA 92121

Phone

Birth Date

(858) 677-7970

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, The County of San Bernardino, Probation Department (hereinafter called "County") is required to provide case management and surveillance for criminal and youthful offenders; and

**WHEREAS**, County has the need, pursuant to court order, to perform drug and alcohol testing of the offenders on a random basis; and

**WHEREAS**, County has been allocated local funding to provide such services;

**WHEREAS**, County finds Contractor qualified to provide drug and alcohol testing services;

**WHEREAS**, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW THEREFORE**, County and Contractor mutually agree to the following terms and conditions:

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***ATTACHMENT A – FACILITY PICK-UP SITES***

***ATTACHMENT B – FEE SCHEDULE***

## I. DEFINITIONS

- A. **HSS** - The acronym for San Bernardino County, Human Services System. Oversees the eleven Human Services System Departments and fosters concern for social programs within the County and communities as a whole.

## II. CONTRACTOR DRUG TESTING SERVICES RESPONSIBILITIES

- A. **Delivery:** Contractor shall furnish all postage, transportation and supplies including bottles, preservatives, kits, labels, mailing containers, etc. Such transportation and supplies are included in the unit test price. These supplies shall be delivered to collecting sites in such a manner to ensure that the collection sites shall at all times have at least one week's supply on hand.
- B. **Location of Facilities:** Contractor shall pick up specimens from, at minimum, all sites listed on Attachment A.
- C. **Routine Tests:** Contractor shall test each specimen for amphetamines, cocaine, marijuana, opiates, and PCP by Enzyme Multiplied Immunoassay Technique (EMIT), or comparable method, and only perform confirmation tests by Gas Chromatography/Mass Spectroscopy (GC/MS), or comparable method, on positive results when specifically requested by County.
- D. **Additional tests:**
- a) Upon specific request of County only, Contractor shall screen and confirm specimens by above methods for additional drugs such as barbiturates, benzodiazepines, methadone and or propoxyphene.
  - b) Upon specific request of County only, Contractor shall screen specimen for alcohol.
  - c) Upon specific request of County only, Contractor shall confirm all positives by Gas Chromatography (GC), or comparable method that satisfies California Court rules of evidence and National Institute of Drug Abuse (NIDA) standards.
  - d) Contractor shall provide "presumptive" testing equipment and/or supplies in both single and multiple drug formats. Testing methods need to have a minimum accuracy rate of 98 percent (Accuracy is determined by confirmation of sampler utilizing EMIT, GC/MS, GS, or comparable method).
  - e) Contractor shall perform other testing upon specific request of County.
- E. **Training:** Contractor shall provide written instruction and necessary on-site training to each collection facility for collection and documentation procedures at no cost to the County.
- F. **Test Result Reporting:** Contractor will be responsible for diagnosing all test samples submitted by the County in accordance with applicable local, State and Federal requirements. Within 24 hours of sample pick-up by Contractor, Contractor shall provide the County with a faxed notification of all negative test results. Within 48 hours of sample pick-up by Contractor, Contractor shall provide a faxed notification of all positive test results. All notifications shall be faxed to the submitting sites per Attachment A.
- G. **Storage:** Contractor shall ensure all samples testing "positive" shall be stored in a manner acceptable to the County by the Contractor for 180 days for purposes of potential retesting. Upon

written or verbal request by the County, some samples may require longer storage due to extended court action. This storage will be at no cost to the County.

- H. **Chain of Custody:** The Contractor shall ensure a legally defensible written and performed chain of custody procedure effective from the point of sample pick-up from the County through individual sample preparation, screening analysis, positive result confirmation and sample storage to the point of written result reporting to the County.

### III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
- B. Without the prior written consent of County, this Contract is not assignable by Contractor either in whole or in part.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. Inaccuracies or Misrepresentations: If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the appropriate Assistant County Administrator. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- F. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- G. Contractor shall notify designated County staff, via fax or telephone, fifteen days preceding any change in address. Contractor shall follow-up with written notification within three (3) days of the change.
- H. Contractor shall notify designated County staff via fax or telephone within twenty-four (24) hours of the exclusion of any testing site and shall advise County of replacement testing site in similar geographic location.
- I. Contractor shall provide designated County staff with an organizational chart of staff delegated to ensure the provisions of this Contract are met. Organizational chart is to include chain of command and Contractor will provide subsequent changes.
- J. Contractor shall notify County of any continuing vacancies and any position that becomes vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- K. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- L. Contractor shall require all persons, including but not limited to its officers, agents, employees, volunteers and any subcontractor directly or indirectly involved in administration of services provided under this Contract to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:
  - 1. All applications and records concerning any individual made or kept by any public officer, public agency, or Contractor with the administration of any provision of the W & I Code relating to any forms of public social services provided under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
  - 2. No person shall publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Contract. Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Contract of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.
- M. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
  - 1. Indemnification - The Contractor agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:
  - a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.
  - b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
  - c. Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
3. Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
5. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the Probation Department evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
7. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become

reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

8. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.
- N. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- O. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- P. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
  1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the HSS Contracts Unit.
  2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with County HSS Contract Administration within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS shall supply a sample of the Plan format. The Contractor shall be monitored by HSS for compliance with provisions of its Civil Rights Plan.
- Q. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- R. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Code of Regulations).
- S. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with Section 306 of the Clean Air Act (42 USC 1857

h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

- T. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- U. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County, shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

#### **IV. COUNTY RESPONSIBILITIES**

- A. County shall provide Contractor with a central point of contact to facilitate the terms of the contract.
- B. County shall notify clients of the collection site location to which he/she will report and the hours of operation and instruct them on the necessity of reporting within 24 hours after being told to report for testing.
- C. County shall provide communication channels to be utilized for purposes of notification of test results and referrals.
- D. County shall monitor and evaluate the performance of Contractor in meeting terms of the Contract and the quality and effectiveness of services provided, based on criteria determined by County, and or delineated in this contract.

#### **V. FISCAL PROVISIONS**

- A. The maximum amount of payment under this Contract shall not exceed \$200,000 per year, for a total maximum amount not to exceed \$600,000 for the three-year term of the contract, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all of Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Contractor shall be paid on a fee-for-service basis according to the unit costs indicated in Attachment B.
- C. When/if HSS utilizes Contractor services the contract will be paid by the HSS department that authorized the service on a fee-for-service basis at the contracted rates.
  - Contractor shall provide monthly invoices by the 10th of the month for services performed in the previous month. Invoices shall be in a format approved by County, which identify tests performed using the Client Name, Case Number, Social Security Number, or other appropriate client identification; date of test(s), and site at which the test was performed (per Attachment A).
- D. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- E. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim

reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- F. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

## **VI. RIGHT TO MONITOR AND AUDIT**

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

## **VII. CORRECTION OF PERFORMANCE DEFICIENCIES**

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:
  - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or

2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
3. Withhold funds pending duration of the breach; and/or
4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
5. Terminate this Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

#### **VIII. TERM**

This Contract is effective as of July 1, 2003 and expires June 30, 2006 but may be terminated earlier in accordance with provisions of Section IX of the Contract.

#### **IX. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under the provisions of Section VII of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Chief Probation Officer is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

#### **X. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses:

Contractor: San Diego Reference Laboratory  
6122 Nancy Ridge Drive  
San Diego, CA 92121

County: County of San Bernardino  
Probation Department  
Attn: Administrative Services  
175 W. Fifth Street  
San Bernardino, CA 92415-0460

County (**Insurance Information Only**):  
County of San Bernardino  
c/o Insurance Data Services  
P. O. Box 12010-CB  
Hemet, CA 92546-8010

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the Party hereto.

- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this agreement from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- E. No waiver of any of the provisions of the Contract Documents shall be effective unless it is made in writing, which refers to provisions so waived, and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any Contract Document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- F. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- G. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- H. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal and state courts located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

## XI. CONCLUSION

- A. This Contract, consisting of 12 pages and Attachments A and B, is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

►  
Dennis Hansberger, Chairman, Board of Supervisors

Dated \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

San Diego Reference Laboratory

(Print or type name of corporation, company, contractor, etc.)

By ►  
(Authorized signature - sign in blue ink)

Name Joseph E. Graas, Ph.D.  
(Print or type name of person signing contract)

Title Corporate Partner/CEO  
(Print or Type)

Dated \_\_\_\_\_

Address 6122 Nancy Ridge Drive

San Diego, CA 92121

Approved as to Legal Form

►  
Dawn Stafford, Deputy County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►  
Lori Ciabattini, HSS Contract Administration

Date \_\_\_\_\_

Reviewed for Processing

►  
Raymond B. Wingerd, Chief Probation Officer

Date \_\_\_\_\_

**Auditor/Controller-Recorder Use Only**

☐ Contract Database ☐ FAS

Input Date	Keyed By
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**Location of Facility Pick-up Sites**  
**(\*Including, but not limited to the following minimum locations)**

<u>Address</u>	<u>Contact Name</u>	<u>Telephone Number</u>
Central Adult Services 401 North Arrowhead Avenue San Bernardino, CA 92415-0006	Dan Bautista	(909) 423-4532
Central - Proposition 36 524 North Mountain View Avenue San Bernardino, CA 92415-4704	Stacey O'Connor	(909) 387-4955
Youth Justice Center 1494 East Art Townsend Drive San Bernardino, CA 92408	Steve Gray	(909) 382-4142
Regional Youth Education Facility (RYEF) 900 East Gilbert Street San Bernardino, CA 92415-0940	Lori St. Jean	(909) 387-6972
Rancho Cucamonga Office & Proposition 36 8303 Haven Avenue Rancho Cucamonga, CA 91761	Rick La Cues	(909) 945-4420
Victorville Office 15505 Civic Drive, Suite 202 Victorville, CA 92392	Brad Johnson	(760) 243-8109
Victorville - Proposition 36 Civic Plaza 15428 Civic Drive, Suite 300 Victorville, CA 92392	Randy Scott	(760) 241-7507
Barstow Office 301 East Mountain View Barstow, CA 982311	Dan Hartz	(760) 256-4738
Joshua Tree Office 6527 White Feather Road Joshua Tree, CA 92252	Valerie Drake	(760) 366-4130

**\*Contractor must have capability to collect from additional sites within the County when determined necessary by County and mutually agreed upon.**

**FEE SCHEDULE**

<b><u>*TEST DESCRIPTION</u></b>	<b><u>COST</u></b>
Presumptive - Urine*	\$5.00/ea
Routine/Regular - Urine*	\$4.00/ea
Routine/Regular - Saliva*	\$7.00/ea
Confirmation - Urine**	\$8.00/ea
Confirmation - Saliva**	\$8.00/ea
Alcohol - w/5 panel test	\$1.00
Alcohol - Single Test	\$4.00
Additional Tests - w/5 panel test	\$1.00/ea drug
Additional Tests - Single Test	\$4.00/ea drug
Confirmation - Additional Tests	\$15.00/ea
<b><u>COURT APPEARANCE</u></b>	<b><u>RATE</u></b>
Hourly Rate	\$150/hr
Per Diem Rate	\$1000/day

\*Estimated Annual Volume - 8,000 - 10,000

\*\*Estimated Annual Volume - 250